

Amendment 418

Contract No. 229944

To the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System

This Amendment 418 to the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System is entered into this 10th day of August, 2018, by and between Vix Technology (USA) Inc. (formerly known as ERG Transit Systems (USA) Inc.), a California corporation and wholly owned subsidiary of Vix Mobility Pty Ltd, an Australian corporation (hereinafter referred to as the "Contractor"), and each of the following seven public transportation agencies (hereinafter referred to individually as an "Agency" or collectively as the "Agencies"):

1. Central Puget Sound Regional Transit Authority ("Sound Transit")
2. King County ("King County")
3. Kitsap County Public Transportation Benefit Area ("Kitsap Transit")
4. Pierce County Public Transportation Benefit Area ("Pierce Transit")
5. Snohomish County Public Transportation Benefit Area ("Community Transit")
6. City of Everett ("Everett")
7. State of Washington, acting through the Washington State Department of Transportation, Washington State Ferries Division ("WSF")

Recitals

- A. Effective April 29, 2003, each of the Agencies and the Contractor entered into Contract #229944 ("Contract") to implement a Regional Fare Coordination System ("RFC System") to establish a common fare system utilizing smart card technology. The Contractor is responsible for the development, implementation, operation and maintenance of the RFC System as specified in the Contract.
- B. Effective as of October 29, 2014, each of the Agencies and the Contractor entered into a Settlement Agreement and Mutual Release ("Settlement Agreement").
- C. Pursuant to Section 3.I-65, Duration of Contract, the Contract is currently set to expire on December 31, 2021.
- D. The Agencies and the Contractor desire to amend Section 3.I-65 to extend the Contract through December 31, 2022, and to provide for an optional extension of one year.
- E. The Agencies and the Contractor desire that during all Contract extension periods all other terms and conditions of the Contract remain in effect except as provided herein.

- F. The Agencies and the Contractor intend the consideration provided in this Amendment to be sufficient to ensure the Contractor dedicates the necessary staff and expertise needed to perform the services under the Contract and Settlement Agreement through the end of the term and to provide transition services, all as required by the Contract.

Agreement

NOW THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

Section 1.0 Contract Extension

1. Section 3.I-65, Duration of Contract, is amended and restated to read as follows:

Section 3.I Duration of Contract

65.1 This Contract shall take effect upon its execution by the Agencies and Contractor and shall expire on December 31, 2022, eleven (11) years following the date of Full System Acceptance, unless terminated sooner as provided herein.

65.2 The initial eleven (11) year term of the Contract may be extended by the Agencies at their sole discretion for either a three (3), six (6), nine (9), or twelve (12) month period, for a total contract duration of up to twelve (12) years, ending December 31, 2023. Written notice of the intent to extend the Contract must be provided by the Agencies to the Contractor by January 1, 2021 and must include the specific duration the Agencies wish to extend the Contract.

Section 2.0 Termination of Contract

1. Effective January 1, 2022, Section 3.I-66.2 is deleted.
2. Effective January 1, 2022, in Section 3.I-66.3, the following phrase is deleted:
"In addition to termination for convenience..."

Section 3.0 Settlement Agreement and Mutual Release effective 29 October 2014

1. Section II.2(d) of the Settlement Agreement is amended and restated as follows:

Effective January 1, 2022, Vix will ensure a qualified information security team is available to the Agencies on a 24/7/365 basis for the purpose of supporting Vix's performance of the ORCA Contract (the "Information Security Team"). The Information Security Team shall consist of a qualified information security officer hired by Vix to serve as a point of contact for the Agencies (the "Security Officer") as well as other Vix security analysts

or security professionals that support the Security Officer in the execution of the Information Security Team's responsibilities, as set forth below. The Information Security Team will be responsible for Vix's coordination of (i) monitoring and analyzing the RFC System on an ongoing basis to detect any possible security flaws or vulnerabilities in addition to investigations performed during any audit, (ii) managing and executing work needed to comply with the security standards listed above in section (a) and (b) and the findings of any Security Audit, and (iii) preparing and delivering monthly written reports to the Agencies explaining Vix's work and progress to comply with applicable security standards, known risks, and mitigation measures.

2. Section II.2(f) of the Settlement Agreement is amended and restated as follows:

On an annual basis, the Agencies will pay Vix 50 percent of the price to meet the security requirements described above in section II(2)(a)-(e), as determined in the Annual Work Plan (the "Security Requirements Price"). However, Agencies will pay 100 percent of any portion of the Security Requirements Price applicable to those security requirements necessary only to ensure compliance after January 1, 2022 and which are not necessary for security requirements prior to that date. For the purposes of the preceding sentence, that work shall not be deemed "necessary" if the Parties agree there are compensating controls or mitigating steps that would allow Vix to meet its obligations under this Agreement for the period ending December 31, 2021.

Beginning January 1, 2022, on an annual basis, the Agencies will pay Vix 100 percent of the Security Requirements Price. Such costs may include costs for Security Audit remediation work and new security work necessary to meet security requirements. Costs related to items such as standard patches and required maintenance to security systems are included in the Flat Fee (as defined in Exhibit 9 Section XXI of the ORCA Contract).

On a quarterly basis, Vix will provide to the Agencies written reports and invoices documenting the work completed to meet these new security requirements and the costs incurred for doing so, which invoices shall be paid within 30 days unless disputed. The Agencies shall promptly notify Vix in writing of the dispute, including the basis for the dispute. Agencies will timely pay to Vix any undisputed amounts in such disputed invoice. These invoices and reports will include complete and detailed descriptions of such work and related costs. Any disputes over such reports or invoices will be referred to mediator Stewart Cogan or, if Mr. Cogan is not available, to a mutually agreed upon mediator, whom the Parties agree to select through good faith negotiations.

Vix will cover the costs of the annual third-party Security Audit of the entire RFC System required by the ORCA Contract up to \$30,000, and the

Agencies will pay all other costs associated with the annual third-party Security Audit.

The Agencies also will pay Vix \$15,000 per month to account for the Security Officer pursuant to Section 2(d). Beginning January 1, 2022, the costs set forth in this paragraph for the Security Officer required pursuant to Section 2(d) are included in the Flat Fee.

The Agencies also will pay Vix (i) \$30,000 for the development and approval of the Annual Work Plan, (ii) \$7,500 per quarter if Vix passes schedule quarterly scans, (iii) \$50,000 as an incentive for timely completion and delivery of the third-party Security Audit, and (iv) \$5,000 per month if Vix timely delivers monthly security reports as described above. Beginning January 1, 2022, the costs set forth in this paragraph shall be included in the Flat Fee.

Any amounts owed by the Agencies will be payable according to the invoice procedures set out in Section 3.I-76 of the Contract

Section 4.0 Exhibit 9 - Price Schedule

1. A new section XXI, Extension Payments, shall be inserted in Exhibit 9 (Price Schedule). This new Section XXI shall read in its entirety as follows:
 - A. Notwithstanding any other section in this Price Schedule, beginning January 1, 2022, any recurring, itemized, or other fees contemplated and payable in this Price Schedule shall no longer be owed and payable by the Agencies and in lieu of such payments, the Agencies agree to pay Contractor a flat fee (the "Flat Fee") of Six Hundred Forty Two Thousand Six Hundred Eighty Eight Dollars (\$642,688.00) per month, payable according to the invoice procedures set out in Section 3.I-76 of the Contract. Further, any amendments to this Price Schedule effective after January 1, 2022 shall be deemed to be payable to the Contractor in addition to the Flat Fee.
 - B. From January 1, 2023 to December 31, 2023, the Flat Fee shall be equal to the amount set forth opposite the time period below, as selected by the Agencies pursuant to Section 3.I – 65.2 of the Contract:

Option Year Period	Monthly Flat Fee Amount
Three (3) months	\$751,854
Six (6) months	\$722,937
Nine (9) months	\$695,132
Twelve (12) months	\$668,396

C. Without waiver of any other available remedies, beginning January 1, 2022, the Agencies have the right to withhold a portion of the Flat Fee for the Contractor's failure to comply with the requirements set forth in this Section XXI (C).

1. Contractor's failure to have a Security Officer on staff as required by Section 2(d) of the Settlement Agreement for more than fifteen (15) consecutive days, provided that the failure is not caused by the Agencies' delay in approving a potential hire. It shall not be considered to be a failure under this subsection if the Contractor has an interim Security Officer on staff. For the failure listed in this subsection 1, the Agencies may withhold **\$15,000** from the Flat Fee payment for the month in which such failure occurs.
2. Contractor's failure to have a Project Manager dedicated full-time to the RFC System as required by Exhibit 7 of the Contract, provided that the failure is not caused by the Agencies' delay in approving a potential hire. It shall not be considered a failure under this subsection if the Contractor has an interim Project Manager on staff who is dedicated full-time to the RFC System. For the failure listed in this subsection 2, the Agencies may withhold **\$15,000** from the Flat Fee payment for the month in which such failure occurs.
3. Contractor's failure to comply with mutually agreed standards for incident response times for Priority 1 (P1) and Priority 2 (P2) incidents. Such incident response time standards are:
 - a. Contractor's acknowledgement of a P1 raised by the Agencies within two (2) hours of Agencies phoning the Contractor via the emergency Contractor contact line.
 - b. Contractor's acknowledgement of a P2 raised by the Agencies within twenty-four (24) hours of Agencies phoning the Contractor via the emergency Contractor contact line.

It shall not be considered a failure under this subsection if Contractor does not comply with subsection 3(a) or 3(b) due to the Agencies exercising their right to reassign the priority of an error, fault or nonconformities under Section 3.4 of Exhibit 13.

For the failures described in this subsection 3, the Agencies may withhold **\$5,000 per failure up to a total of \$15,000** from the Flat Fee payment for the month in which such failures occur.

4. Contractor's failure to comply with the following response times for on-site maintenance:

- a. Same day (i.e., before 11:59 P.M. PST) on-site arrival if the Agencies provide notice pursuant to Exhibit 15 prior to 12:00 P.M. PST.
- b. Next day on-site arrival if the Agencies provide notice pursuant to Exhibit 15 at or after 12:00 P.M. PST.

It shall not be considered a failure under this subsection if:

- c. The Agencies fail to perform first-line maintenance as provided in Section 3.I-58.5 of the Contract. Further, if the Agencies did not comply with the obligations set forth in Section 3.I-58.5 of the Contract, the Agencies shall reimburse Contractor for all reasonable costs incurred in Contractor's on-site arrival diagnosis, and repair (if required) of a Defective Unit (as defined in Exhibit 15).
- d. The Agencies fail to provide Contractor with timely access to the facilities for the purpose of repairing or replacing a Defective Unit.
- e. Any failure to comply with response times for on-site maintenance for any retailer equipment, including TRUs.

For each failure described in this subsection 4, the Agencies may withhold **\$1,000 per failure up to a total of \$15,000** from the Flat Fee payment for the month in which such failures occur.

- 2. Effective January 1, 2022, Section VIII, Maintenance Service Contract and particularly the sections of On-Site Maintenance and Technical Support Services shall be replaced as follows:

The fees for On-Site Maintenance and Technical Support Services are included in the Flat Fee set forth in Exhibit 9, Section XXI.

- 3. Effective January 1, 2022, Section XIII. Clearinghouse Services "General Transaction Fees" is amended as follows:

A. replace:

"The Transaction Fee is a variable rate for the number of transactions performed each month."

with:

"The Transaction Fee is included in the Flat Fee set forth in Exhibit 9, Section XXI."

B. Effective January 1, 2022, the following is deleted:

“There are two types of transaction fees, 1) General, and 2) 3rd Party Revalue. The “General Transactions” consists of E-Purse, Pass and Multi-Ride Payment and Revalue transactions and the fee shall be determined according to the total number of transactions generated by the Agencies’ transit application (which may include transactions generated by non-Agency card acceptors) processed in a month and shall be applied to each such transaction. The “3rd Party Revalue Transaction Fees” shall be those revalue transactions performed only through 3rd party retailers.”

- C. Effective January 1, 2022 all text and tables under the heading “General Transaction Fees” is deleted.
- 4. Effective January 1, 2022, Section XVI Revalue Network Support Services is amended as follows:
 - A. replace:

“The Rate per Retail Site Fee is a variable rate for the number of sites maintained and managed each month.”

with:

“The Rate per Retail Site Fee is included in the Flat Fee set forth in Exhibit 9, Section XXI.”
 - B. Delete all text and tales under the heading “Rate Per Retail Site Fee.”

Section 5.0 Expiration of Warranties

The following new Section 3.1-64(15) is added to the Contract to read as follows:

The Agencies acknowledge that all warranties provided by the Contractor pursuant to the Contract that relate to any hardware or software maintenance obligations will expire at the end of the term of the Contract. Such warranties include, but are not limited to, the warranties found in sections 3.I-55.4; 3.I-55.6; 3.I-56 through 3.I-59; 3.I-60.2.2; 3.I-61.

Section 6.0 Change Orders

The following new Section 3.I-31.4.4 is added to the Contract to read as follows:

Effective January 1, 2022, the Contract Administrator on behalf of the Agencies may issue Directive Change Orders only if the purpose of the Directive Change Order is directly related to an item of transition work listed in Section 9.0 of this Contract Amendment or the Transition Plan.

Section 7.0 Contractor-Provided Fare Collection Equipment

The Agencies acknowledge that the Contractor will be unable to purchase additional parts for Contractor-provided fare collection equipment beyond December 31, 2021. The

Contractor will maintain fare collection equipment through all extended Contract periods if components and parts for the Hardware are available in the Contractor's agreed inventory or from the Agencies.

From 1 January 2022, the Contractor shall be relieved of any liabilities and obligations under the Contract that it is unable to meet due to the unavailability of parts, components, or Hardware, including but not limited to any obligations set forth in Exhibit 14 and Exhibit 15. The Contractor shall work with the Agencies to estimate parts, components, and Hardware needed through all extended Contract periods and shall purchase Agency-requested parts, components, or Hardware, if available, before December 31, 2021. Agencies acknowledge that Contractor's willingness to work with the Agencies is in no way a representation that any parts, components, or Hardware are available. There shall be no restrictions on the Agencies' right to purchase components, parts, or Hardware from any source. In the event the Agencies are able to procure parts, components, or Hardware, it shall be the Agencies' sole responsibility to provide parts to Contractor on an as-requested basis at the Agencies' cost.

Section 8.0 Exhibit 14 Depot Maintenance

Effective January 1, 2022, Section 4.3 of Exhibit 14 is amended and restated to read as follows:

If a unit of Agency equipment fails for any reason and the Contractor is not responsible for costs under subsection 4.1 and the Agency is not responsible for costs under subsection 4.2, the Flat Fee shall serve as total compensation for the repair/replacement and return shipping costs of the Contractor. Notwithstanding the foregoing, if at any time in a given month the monthly failure rate of Agency equipment exceeds 150% of the average monthly failure rate from the preceding twelve (12) months, the Agencies shall be charged the per unit price set forth in Exhibit 9, Section VIII as total compensation for the repair/replacement and return shipping costs of the Contractor.

Section 9.0 Transition

The Contractor shall complete work required for Contract closeout of the RFCS to the next generation ORCA System in a timely manner and as required by the Contract and the Transition Plan (SEA-00026).

- A. The following Contract closeout work shall be completed by the Contractor at no additional charge. If the Contractor fails to substantially complete the work within twenty (20) days of the date agreed to in writing by the Parties, for each failure set forth below for the month in which such failure occurs, the Agencies may withhold 5% of the monthly Network Management fee set forth in Exhibit 9 for items 1, 3, 4, 5, and 6 and 5% of the monthly Revalue Network Support Services fee set forth in Exhibit 9 for item 2.

1. Make all current and archived Transaction Data through the end of the Contract term available to the Agencies. "Transaction Data" is defined as data resulting from those data sources set forth in Section 1.15 of Amendment 400 to this Contract.
 2. Support the legacy ORCA TRU network during all phases of transition through the end of the Contract term. Any additional work necessary beyond the December 31, 2021 levels of support will be payable via a Contract amendment.
 3. Decommission legacy ORCA devices. "Decommission" is defined as (1) providing the Agencies with written instructions regarding the steps necessary to ensure all data stored in a piece of equipment is drained prior to final shutoff and (2) removal and disposal of all retail network devices.
 4. Bring the Agency Website, Call Center Website, Cardholder Website, and Business Account Website and all CSTs offline, currently estimated to be Q4 2021.
 5. Transition Security Keys at the beginning of next generation ORCA development, currently estimated to be Q2 2019. Transitioning Security Keys shall be limited to making the Security Keys available to the Agencies and shall not include any other interaction or engagement with a third party.
 6. Archive the ORCA databases prior to shut down and no later than thirty (30) days after operations terminate.
- B. The Contractor shall complete such additional transition work to the next generation ORCA System as specified in an executed Amendment or in the Transition Plan. Such transition work to the next generation ORCA System may include but is not limited to the following. If the Contractor fails to substantially complete the work within twenty (20) days of the date agreed to by the Parties, the Agencies may withhold 5% of the price specified in such Amendment.
1. System modifications/software updates (e.g., removing available balance information from public facing legacy devices, accepting information from next generation ORCA to manage legacy hotlists, supporting near real-time reporting of legacy ORCA transactions) starting with development, currently estimated to be Q2 2019.
 2. Test support (i.e., making Contractor devices available to the Agencies during all phases of transition) starting with testing phase currently estimated to be Q1 2020.

Section 10.0 Letter of Credit

1. Section 80.1.4 of the Contract is amended and restated to read as follows:

Simultaneously with the expiry of the letter of credit described in Section 80.1.1, the Contractor shall deliver to the Contract Administrator an irrevocable letter of credit in the amount of one million dollars (\$1,000,000) to guarantee the Contractor's performance of its obligations under this Contract. The Parties intend that a letter of credit in such amount shall be maintained until December 31, 2022. The initial letter of credit shall be at least three years in duration and all successor letters of credit shall be at least one year in duration. The Contractor shall deliver a successor letter of credit simultaneously with the expiration of the predecessor letter of credit so that no lapse shall occur. In the event the Contractor fails to deliver any letter of credit as required, the Agencies shall commence retainage under Section 80.6.

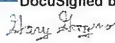
Section 11.0 Other Terms and Conditions


All other provisions of the Contract not referenced in this Amendment Four Hundred Eighteen shall remain in effect.

IN WITNESS WHEREOF, the authorized representative of the Agencies and the Contractor have signed their names in the spaces provided below.

Vix Technology (USA) Inc.

The Agencies

DocuSigned by:

By: D3FA3DB5E4284D4
Its: General Manager
Date: 3/8/2018

By: 
Its: ORDA operations Manager
Date: 8/3/2018

Certificate Of Completion

Envelope Id: B85BC6A208314F52ACE0044E84960AB7

Subject: Please DocuSign: 1225_001.pdf

Source Envelope:

Document Pages: 10

Certificate Pages: 1

AutoNav: Enabled

EnvelopeId Stamping: Enabled

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:

Mike Meints

Level 1, 50 St Georges Tce

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Perth, WA 6000

mike.meints@vixtechnology.com

IP Address: 216.64.136.69

Record Tracking

Status: Original

August 3, 2018 | 09:27

Holder: Mike Meints

mike.meints@vixtechnology.com

Location: DocuSign

Signer Events

Gary Googins

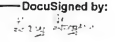
gary.googins@vixtechnology.com

General Manager

VIX TECHNOLOGY

Security Level: Email, Account Authentication
(None)

Signature

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Signature Adoption: Uploaded Signature Image

Using IP Address: 97.126.109.32

Timestamp

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Viewed: August 3, 2018 | 12:15

Signed: August 3, 2018 | 12:15

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events

Signature

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Editor Delivery Events

Status

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Agent Delivery Events

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Intermediary Delivery Events

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Certified Delivery Events

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Carbon Copy Events

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Notary Events

Signature

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Envelope Summary Events

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Timestamps

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Signing Complete

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August 3, 2018 | 12:15

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Security Checked


August 3, 2018 | 12:15

Payment Events

Status

Timestamps

**Central Puget Sound Regional Transit
Authority**

By: 
Michael Harbour
Deputy Chief Executive Officer

Date: 8-9-18

City of Everett

By: _____
Tom Hingson
Transportation Services Director

Date: _____

King County

By: _____
John Resha
Assistant General Manager

Date: _____

**Kitsap County Public Transportation
Benefit Area**

By: _____
John W. Clauson
Executive Director

Date: _____

**Pierce County Public Transportation
Benefit Area**

By: _____
Susan Dreier
Chief Executive Officer

Date: _____

**Snohomish County Public
Transportation Benefit Area**

By: _____
Emmett Heath
Chief Executive Officer

Date: _____

**Washington State Ferries, acting through
the Washington State Department of
Transportation Ferries Division**

By: _____
Amy Scarton
Assistant Secretary

Date: _____

Central Puget Sound Regional Transit Authority

By: _____
Michael Harbour
Deputy Chief Executive Officer

Date: _____

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King County

By: _____
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Assistant General Manager

Date: 8-8-12

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Assistant General Manager

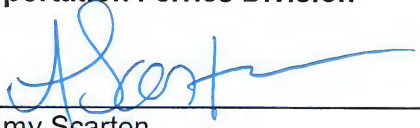
Date: _____

**Pierce County Public Transportation
Benefit Area**

By: _____
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Chief Executive Officer

Date: _____

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Assistant Secretary

Date: 8-9-18

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Date: _____

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Authority**

By: _____
Michael Harbour
Deputy Chief Executive Officer

Date: _____

City of Everett

By: TLH
Tom Hingson
Transportation Services Director

Date: 8/10/18

King County

By: _____
John Resha
Assistant General Manager

Date: _____

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Amy Scarton
Assistant Secretary


Date: _____

City of Everett

By: _____
Tom Hingson
Transportation Services Director

Date: _____

**Kitsap County Public Transportation
Benefit Area**

By:  _____
John W. Clauson
Executive Director

Date: 8/7/2018

**Snohomish County Public
Transportation Benefit Area**

By: _____
Emmett Heath
Chief Executive Officer

Date: _____

**Central Puget Sound Regional Transit
Authority**

By: _____
Michael Harbour
Deputy Chief Executive Officer

Date: _____

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Assistant General Manager

Date: _____

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Benefit Area**

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Chief Executive Officer

Date: _____

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Transportation Ferries Division**

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Amy Scarton
Assistant Secretary

Date: _____

City of Everett

By: _____
Tom Hingson
Transportation Services Director

Date: _____

**Kitsap County Public Transportation
Benefit Area**

By: _____
John W. Clauson
Executive Director

Date: _____

**Snohomish County Public
Transportation Benefit Area**

Geri Beardsley, Director of Finance
By: *Geri Beardsley for* _____
Emmett Heath
Chief Executive Officer

Date: *8/10/15* _____